



## RFP No: 3809

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INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until December 3, 2015 @ 3:00 p.m. Central Time for the acquisition of the products/services described below for Mississippi Library Commission.

**Managed Wi-Fi Solution**

MANDATORY VENDOR CONFERENCE: October 28, 2015, 11:00 a.m.

NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO EXCEPTION MAY BE TAKEN. SEE SECTION VII, ITEM 2, FOR DETAILS.

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**The Vendor must submit proposals and direct inquiries to:**

Patti Irgens  
Technology Consultant  
Information Technology Services  
3771 Eastwood Drive  
Jackson, MS 39211  
(601) 432-8223  
Patti.Irgens@its.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO  
RFP NO. 3809  
due December 3, 2015 @ 3:00 p.m.,  
ATTENTION: Patti Irgens

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**Craig P. Orgeron, Ph.D.**  
**Executive Director, ITS**

## ITS RFP Response Checklist

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RFP Response Checklist: These items should be included in your response to RFP No. 3809.

- \_\_\_\_\_ 1) One clearly marked original response and four (4) identical copy/copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- \_\_\_\_\_ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- \_\_\_\_\_ 3) *Proposal Bond*, if applicable (Section I)
- \_\_\_\_\_ 4) *Proposal Exception Summary*, if applicable (Section V)
- \_\_\_\_\_ 5) Vendor response to *RFP Questionnaire* (Section VI)
- \_\_\_\_\_ 6) Point-by-point response to *Technical Specifications* (Section VII)
- \_\_\_\_\_ 7) Vendor response to *Cost Information Submission* (Section VIII)
- \_\_\_\_\_ 8) *References* (Section IX)
- \_\_\_\_\_ 9) *Vendor Experience Forms (Attachment 1)*
- \_\_\_\_\_ 10) *Staff Experience Forms (Attachment 2)*

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**SECTION I**  
**SUBMISSION COVER SHEET & CONFIGURATION SUMMARY**

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, (**ITS**), should contact for questions and/or clarifications.

Name _____	Phone # _____
Address _____	Fax # _____
_____	E-mail _____

Subject to acceptance by **ITS**, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

\_\_\_\_\_/\_\_\_\_\_  
**Original signature** of Officer in Bind of Company/Date

Name (typed or  
printed) \_\_\_\_\_

Title \_\_\_\_\_

Company name \_\_\_\_\_

Physical address \_\_\_\_\_

State of Incorporation \_\_\_\_\_

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**CONFIGURATION SUMMARY**

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

## **PROPOSAL BONDS**

A Proposal Bond is not required for this procurement.

## **SECTION II**

### **PROPOSAL SUBMISSION REQUIREMENTS**

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **ITS** should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.
9. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
  - 9.1 The Vendor is required to submit one clearly marked original response and four (4) identical copy/copies of the complete proposal, including all sections and exhibits, in three-ring binders.
  - 9.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP

cover page must be clearly typed and affixed to the package in a clearly visible location.

- 9.3 Number each page of the proposal.
  - 9.4 Respond to the sections and exhibits in the same order as this RFP.
  - 9.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
  - 9.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
  - 9.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
  - 9.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
  - 9.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
  - 9.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
  - 9.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
10. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.
11. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to

provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.

12. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
13. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
  - 13.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
  - 13.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
  - 13.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
  - 13.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
  - 13.5 The Vendor must submit a statement outlining the circumstances for the clarification.
  - 13.6 The Vendor must submit one clearly marked original and four (4) copies of the clarification.
  - 13.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
14. **Communications with State**

From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP, and they will be posted to the ITS web site. Vendors failing to comply with this requirement will be subject to disqualification.

  - 14.1 The State's contact person for the selection process is: Patti Irgens, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8223, Patti.Irgens@its.ms.gov.



- 14.2 Vendor may consult with State representatives as designated by the State's contact person identified in 14.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

### **SECTION III VENDOR INFORMATION**

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. **Interchangeable Designations**

The terms "Vendor" and "Contractor" are referenced throughout this RFP. Generally, references to the "Vendor" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms "State of Mississippi," "State" or "ITS" may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf ITS is issuing the RFP.

2. **Vendor's Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**

Any interpretation of an **ITS** RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the **ITS** website, together with the associated RFP specification. Vendors are required to check the **ITS** website periodically for RFP amendments before the proposal opening date at:

[http://www.its.ms.gov/Procurement/Pages/RFPS\\_Awaiting.aspx](http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx)

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. If you are unable to access the **ITS** website, you may contact the **ITS** technology consultant listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**

Only transactions which are in writing from **ITS** may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. **Vendor's Responsibility for Delivery**

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

**ITS** reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

**ITS** reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

13. **Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

- 13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.

- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. **Vendor Imposed Constraints**

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

15. **Best and Final Offer**

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for

attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. **Restriction on Advertising**

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. **Rights Reserved to Use Existing Product Contracts**

The State reserves the right on turnkey projects to secure certain products from other existing **ITS** contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. **Additional Information to be Included**

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. **Valid Contract Required to Begin Work**

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

## SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **ITS** successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

**ITS** will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **ITS** and the Vendor:

- 3.1 The Proposal Exception Summary Form as accepted by **ITS**;
- 3.2 Contracts which have been signed by the Vendor and **ITS**;
- 3.3 **ITS'** Request for Proposal, including all addenda;
- 3.4 Official written correspondence from **ITS** to the Vendor;
- 3.5 Official written correspondence from the Vendor to **ITS** when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the **ITS** RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **ITS** and the winning Vendor.

5. **Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. **Contracting Agent by Law**

The Executive Director of **ITS** is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). **ITS** is issuing this RFP on behalf of the procuring agency or institution. **ITS** and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

7. **Mandatory Legal Provisions**

- 7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
- 7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- 7.3 The Vendor shall have no limitation on liability for claims related to the following items:
  - 7.3.1 Infringement issues;
  - 7.3.2 Bodily injury;
  - 7.3.3 Death;
  - 7.3.4 Physical damage to tangible personal and/or real property; and/or
  - 7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
- 7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

## 8. **Approved Contract**

- 8.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
  - 8.1.1 Written notification made to proposers on **ITS** letterhead, or
  - 8.1.2 Notification posted to the **ITS** website for the project, or
  - 8.1.3 CP-1 authorization executed for the project, or
  - 8.1.4 The **ITS** Board's approval of same during an open session of the Board.
- 8.2 **ITS** statute specifies whether **ITS** Director approval or **ITS** Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.
- 8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the **ITS** Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the **ITS** Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

## 9. **Contract Validity**

All contracts are valid only if signed by the Executive Director of **ITS**.

## 10. **Order of Contract Execution**

Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of **ITS** signs.



11. **Availability of Funds**

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

12. **CP-1 Requirement**

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by **ITS**. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

13. **Requirement for Electronic Payment and Invoicing**

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Mississippi State Government's Enterprise Resource Planning (ERP) solution ("MAGIC") will be made electronically, via deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and be activated in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting [mash@dfa.ms.gov](mailto:mash@dfa.ms.gov).

13.2 For state agencies that make payments through MAGIC, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through MAGIC. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

14. **Time For Negotiations**

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from **ITS**, unless **ITS** consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. **ITS** may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be

submitted three (3) working days prior to scheduled negotiations, unless **ITS** consents to a different period.

15. **Prime Contractor**

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

16. **Sole Point of Contact**

**ITS** will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.

16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.

16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. **ITS Approval of Subcontractor Required**  
Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.
18. **Inclusion of Subcontract Agreements**  
Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.
19. **Negotiations with Subcontractor**  
In order to protect the State's interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.
20. **References to Vendor to Include Subcontractor**  
All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.
21. **Outstanding Vendor Obligations**
  - 21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.
  - 21.2 Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.
  - 21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

22. **Equipment Condition**  
For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.
23. **Delivery Intervals**  
The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.
24. **Pricing Guarantee**  
The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.
25. **Shipping Charges**  
For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.
26. **Amortization Schedule**  
For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.
27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**  
All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.
28. **Ownership of Developed Software**
- 28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.
- 28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.
29. **Ownership of Custom Tailored Software**  
In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license

entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

30. **Terms of Software License**

The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

31. **The State is Licensee of Record**

The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

32. **Compliance with Enterprise Security Policy**

Any solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement prior to accessing the policy. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document. The instructions for acquiring the State of Mississippi Enterprise Security Policy can be found at the link below.

<http://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx>

33. **Negotiating with Next-Ranked Vendor**

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **ITS** Public Records Procedures established in accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=153> or from **ITS** upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **ITS** will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP.

Summary information and contract terms, as defined above, become the property of **ITS**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal information are sometimes received by **ITS** significantly after the proposal opening date. **ITS** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

**35. Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

**36. Proposal Bond**

The Vendor is not required to include a proposal bond with its RFP proposal.

**37. Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor is not required to include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal.

**38. Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

**39. Protests**

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award

of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=171> or from **ITS** upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number 3809.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the ITS Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by ITS in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, ITS reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of **ITS'** protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the **ITS** Executive Director.

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor

electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.



## SECTION V PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:
  - 1.1 The specification is not a matter of State law;
  - 1.2 The proposal still meets the intent of the RFP;
  - 1.3 A *Proposal Exception Summary Form* is included with Vendor's proposal; and
  - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:
  - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
  - 2.2 **ITS** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
  - 2.3 **ITS** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
  - 2.4 None of the above actions is possible, and **ITS** either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor's exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the

standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

### PROPOSAL EXCEPTION SUMMARY FORM

**List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.**

<b>ITS RFP Reference</b>	<b>Vendor Proposal Reference</b>	<b>Brief Explanation of Exception</b>	<b>ITS Acceptance (sign here only if accepted)</b>
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

## SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

1. **Mississippi's Accountability System for Government Information and Collaboration (MAGIC) Information for State of Mississippi Vendor File**

- 1.1 **MAGIC Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

[https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda\\_e\\_suco\\_sreg?sap-client=100](https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100)

Vendors who have previously done business with the State may obtain their MAGIC Vendor code at the following link:

<http://www.mmrs.state.ms.us/vendors/index.shtml>

All Vendors must furnish **ITS** with their MAGIC Vendor code.

MAGIC Vendor Code: \_\_\_\_\_

Additional Vendor information, including contact information for assistance with MAGIC Vendor codes, can be found at the following link:

<http://www.mmrs.state.ms.us/vendors/index.shtml>

- 1.2 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at:

[http://www.mississippi.org/assets/docs/minority/minority\\_vendor\\_selfcertform.pdf](http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf)

Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at [minority@mississippi.org](mailto:minority@mississippi.org).

Minority Vendor Self-Certification Form Included: \_\_\_\_\_  
Minority Vendor Self-Certification Form Previously Submitted: \_\_\_\_\_  
Not claiming Minority/Women Business Enterprise Status: \_\_\_\_\_

2. **Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

3. **Certification of No Conflict of Interest**

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following:

3.1 Does there exist any possible conflict of interest in the sale of items to any institution within **ITS** jurisdiction or to any governing authority? (A yes or no answer is required.)

3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

4. **Pending Legal Actions**

4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)

4.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

5. **Non-Disclosure of Social Security Numbers**

Does the Vendor acknowledge that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number? This acknowledgement is required by Section 25-1-111 of the Mississippi Code Annotated.

6. **Order and Remit Address**

The Vendor must specify both an order and a remit address:

Order Address:

--

Remit Address (if different):

--

7. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at:

[http://www.its.ms.gov/Procurement/Pages/RFPS\\_Awaiting.aspx](http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx)

**ITS** may post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **ITS** amendments for RFPs as above stated? (A yes or no answer is required.)

## **SECTION VII TECHNICAL SPECIFICATIONS**

### **1. How to Respond to this Section**

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with "ACKNOWLEDGED," "WILL COMPLY" or "AGREED" to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State's sole discretion, being subject to disqualification.
- 1.3 "ACKNOWLEDGED" should be used when no vendor response or vendor compliance is required. "ACKNOWLEDGED" simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency's current operating environment is described or where general information is being given about the project.
- 1.4 "WILL COMPLY" or "AGREED" are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor's proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with "ACKNOWLEDGED," "WILL COMPLY," or "AGREED," then the Vendor must respond with "EXCEPTION." (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

### **2. Mandatory Provisions for this RFP**

- 2.1 Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.
- 2.2 Mandatory requirements are those features classified as "Mandatory" Section VII. *Technical Specifications*.
- 2.3 MANDATORY: In person or by phone attendance at the Vendor Conference on Wednesday, October 28, 2015 at 11:00 a.m. Central Time is

MANDATORY for any Vendor who intends to submit an RFP response. The conference will be held at ITS located at 3771 Eastwood Drive, Jackson, MS 39211. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative at the Vendor Conference will be rejected.

2.3.1 To access the Vendor Conference, Vendors must contact Patti Irgens via email [patti.irgens@its.ms.gov](mailto:patti.irgens@its.ms.gov) no later than 3:00 p.m. Central Time, Tuesday, October 27, 2015, to receive instructions on how to enter the web conference.

### 3. General Overview and Background

3.1 The Mississippi Library Commission (MLC) is seeking a response from interested Wireless Managed Service Providers (WMSP) regarding the implementation of a managed wireless service that will provide wireless service to all participating public libraries in Mississippi. Currently, there are 236 libraries in Mississippi eligible for this project.

3.2 The scope of services is outlined in Section VII, Item 6 and must include:

3.2.1 Deploying and managing the wireless infrastructure and service

3.2.2 Professional development at multiple levels

3.2.3 Project management

3.3 The MLC recognizes that suppliers of wireless managed services may find it necessary to work with other partners to fulfill the requirements of this RFP. The WMSP submitting a proposal must describe how it will use subcontractors and local resources if awarded the contract, as described in Section VII, Item 7.

### 4. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	10/13/15
Second Advertisement Date for RFP	10/20/15
MANDATORY Vendor Conference	11:00 a.m. Central Time on 10/28/15
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 11/3/15
Deadline for Questions Answered and Posted to ITS Web Site	11/17/15
Open Proposals	12/3/15
Evaluation of Proposals	12/3/15 – 1/20/16
ITS Board Presentation	1/21/16
Contract Negotiation	1/21/16 – 02/19/16
Proposed Project Implementation Start-up	07/01/16



5. **Statement of Understanding**

5.1 Vendors may request additional information or clarifications to this RFP using the following procedure:

5.1.1 Vendors must clearly identify the specified paragraph(s) and pages in the RFP that are in question. The following table should be used to format Vendor questions.

Question	RFP Section	RFP Page	Vendor Question
1			
2			
3			
4			
5			
6			

5.1.2 Vendor must deliver a written document to Patti Irgens at **ITS** by Tuesday, November 3, 2015 at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or fax. Address information is given on page one of this RFP. The fax number is (601) 713-6380. **ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS.** It is solely the responsibility of the vendor that the clarification document reaches **ITS** on time. Vendors may contact Patti Irgens to verify the receipt of their document. Documents received after the deadline will be rejected.

5.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the **ITS** web site by close of business on Tuesday, November 17, 2015.

6. **Scope of Work**

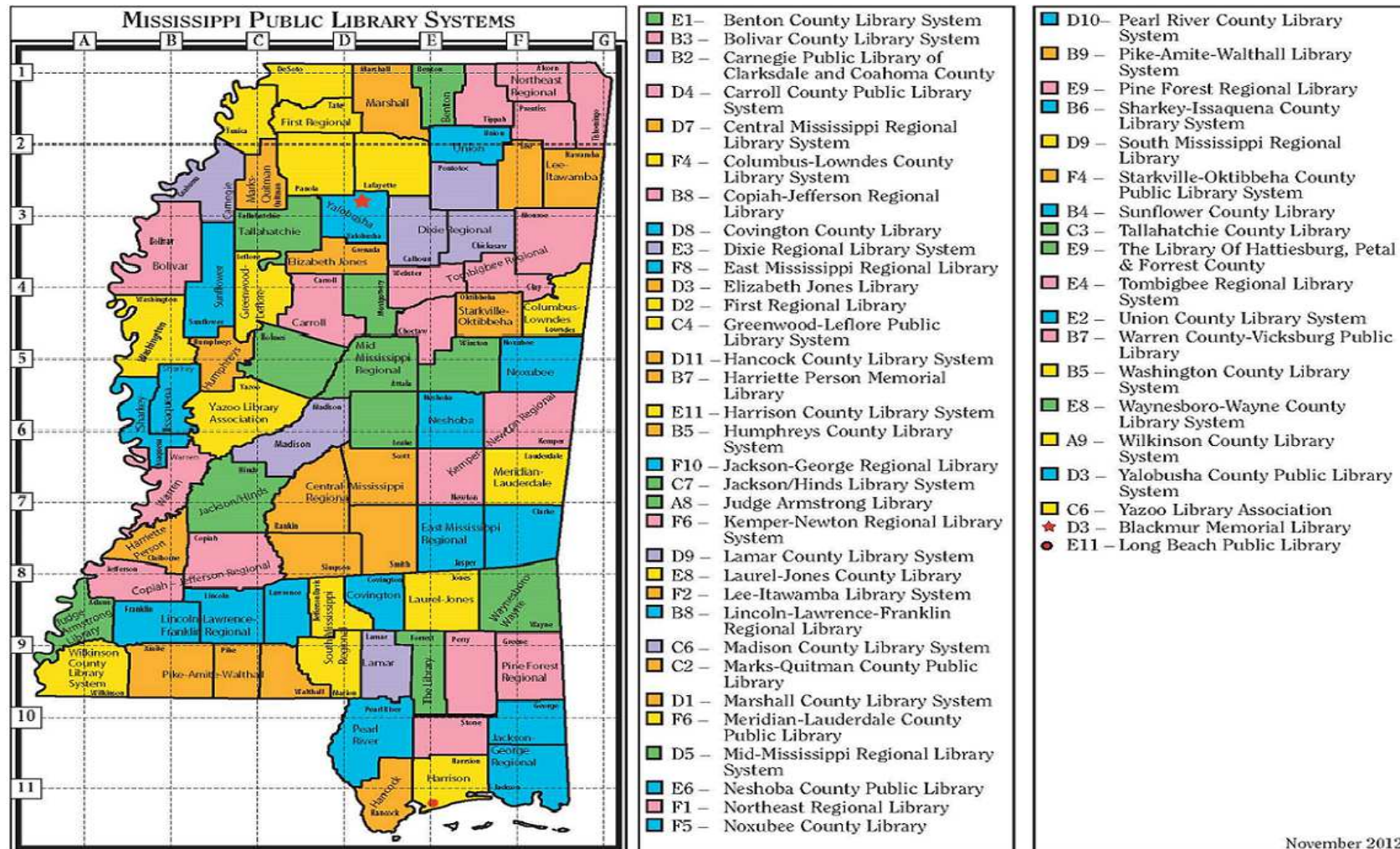
6.1 The intent of this RFP is to procure a solution which includes, but is not limited to providing Libraries with:

6.1.1 A complete and fully managed wireless service;

6.1.2 System implementation;

- 6.1.3 User reporting, system event logging, maintenance and upgrades of the technology as necessary;
- 6.1.4 Deployment management;
- 6.1.5 Help desk support;
- 6.1.6 Deployment of the wireless infrastructure;
- 6.1.7 Implementation of professional development at multiple levels;
- 6.1.8 Project management;
- 6.1.9 Customer Relations Management
- 6.2 The Successful Vendor will be working with the MLC and / or its vendors or contractors, libraries, and other related parties to successfully implement the Project.
- 6.3 Currently libraries on the MLC network use the AT&T firewall and content filtering in the MPLS cloud for all of its rules.
- 6.4 All Mississippi libraries are eligible to participate in the project. There are approximately two hundred thirty eight libraries in the state of Mississippi. Many of these libraries are small and rural.
- 6.5 Opt-in
  - 6.5.1 While it is expected that the vast majority of eligible Mississippi libraries will participate in the Project, libraries will do so on an opt-in basis. Libraries that do not opt-in initially will retain the right to opt-in at a future date. The MLC will require a formal statement of intent from library systems if they wish to participate. Libraries that opt-in at a later date would be deployed as agreed to in a revised project plan mutually agreed upon by MLC and the awarded Vendor. Provide written confirmation that you understand this opt-in provision and will comply.
- 6.6 Library Sites
  - 6.6.1 As an aid to the Vendor, Chart A is included to depict the library systems in the state. In addition, the Mississippi Library Commission is located in Jackson, Mississippi. A more detailed summary of the eligible libraries characteristics, including the approximate square footage for each building can be found in Attachment 3. Confirm that your solution has taken into account the approximate square footage of each building requiring wireless managed service coverage and that you understand this data is only an approximation.

CHART A



## **7. Vendor Requirements**

- 7.1 The Proposal must include a cover letter on official letterhead of the Vendor; with the Vendor's name, mailing address, telephone number, facsimile number, e-mail address, and name of Vendor's authorized signer. The cover letter must identify the RFP Title and number, and must be signed, in ink, by an individual authorized to commit the Vendor to the work proposed. In addition, the cover letter must include:
- 7.1.1 Identification of the Vendor's corporate or other legal entity status Vendor's must include their tax identification number. The Vendor must be a legal entity with the legal right to contract.
  - 7.1.2 Vendor must state indicating the Vendor's acceptance of and willingness to comply with the requirements of the RFP, attachments and exhibits, including but not limited to the Contract Terms and Conditions included in Exhibit A.
  - 7.1.3 Vendor must state the Vendor's compliance with affirmative action and equal employment regulations.
  - 7.1.4 Vendor must state that Vendor has not employed any company or person other than a bona fide employee working solely for the Vendor or a company regularly employed as its marketing agent to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract.
    - 7.1.4.1 The Vendor must affirm its understanding and agreement that for breach or violation of this term, the MLC has the right to terminate the contract without liability or, in its discretion, to deduct from the contract price, the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.
  - 7.1.5 Vendor must state the firms and/or staff responsible for writing the proposal.
  - 7.1.6 Vendor must state that Vendor is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Vendor information is available on the Internet at: <http://sam.gov>
  - 7.1.7 Vendor must state affirming the proposal will be firm and binding for one hundred twenty (120) days from the proposal opening date.
  - 7.1.8 The MLC will validate that the contract pricing is still competitive through a price re-determination process where throughout the life of the contract the State will compare then current contract rates to the then current

industry market and give the contract holder an opportunity to modify their rates to come in line with industry pricing. (i.e., price reductions only). If the MLC and the contract provider cannot agree on revised pricing, the State reserves the right to terminate the contract with cause and without penalty and seek other options.

- 7.2 Include an executive summary in the Scope of Work Proposal providing a condensed overview of the contents of the Proposal demonstrating an understanding of the services to be performed.
  - 7.2.1 Vendors should present their understanding of the magnitude and parameters of the Project, the objectives and the intended results.
  - 7.2.2 Vendors should describe their understanding of the solution and services as requested by the MLC.
  - 7.2.3 Vendors should summarize how their proposal meets the requirements of this RFP and why the Vendor is best qualified to perform the work required, using quantifiable and verifiable information.
- 7.3 The Vendor Qualifications section of the proposal must consist of the following subsections (instructions for each of the four sections are provided below):
  - 7.3.1 Financial Statements
    - 7.3.1.1 Provide a current D&B Comprehensive Insight Plus credit report or current Experian ProfilePlus report, and the appropriate NAICS code or SIC code:
    - 7.3.1.2 The Vendor must identify with particularity any information on the Credit Report that it considers "Trade Secret" or "Confidential," as described in 7.3.1.2.1. The information will be held in confidence to the extent that the law allows.
      - 7.3.1.2.1 In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS.

Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

- 7.3.1.3 Credit reports must be for the exact organization submitting the proposal in order to be scored. The credit report cannot be combined or consolidated with the information from any other entity. Proposals which do not meet this requirement will receive a score of zero.
- 7.4 Provide your fully burdened "Cost per installation" on Section VIII, Cost Information Submission. This includes the following Cost Schedules:
  - 7.4.1 Cost Schedule A – Solution Cost
  - 7.4.2 Cost Schedule B – Optional Additional Items
- 7.5 Use the format established in Section VIII, Cost Information Submission to respond to the Cost Proposal of this RFP. Altering the format may cause the Cost Proposal to be found non-responsive.
  - 7.5.1 The Vendor must complete, at a minimum, Schedule A and Schedule B, in Section VIII, Cost Information Submission.
  - 7.5.2 All significant elements of the Vendor's proposal must be itemized.
  - 7.5.3 It is the MLC's intent to maximize its reimbursement from the federal E-Rate program.
    - 7.5.3.1 Vendor must develop its proposal in a way to maximize the discounts for funding available through the federal E-Rate program.
    - 7.5.3.2 **Mandatory** - The successful Vendor must assist the MLC in identifying eligible costs and in making application for such discounts. The amount in the Cost Proposal shall be inclusive of all E-Rate monies. MLC reserves the right to retain any E-Rate funds received and apply those funds to the resulting contract, effectively reducing the contract amount by any E-Rate reimbursements.
  - 7.5.4 Vendor's Cost must be fully burdened to include all expenses associated with providing its proposed solution in response to this RFP.

- 7.5.5 The service should be complete with all hardware and components of the solution while maintaining and upgrading the system as necessary, managing the deployment, asset tracking, help desk support, providing training, deploying and managing the wireless infrastructure, providing professional development at multiple levels, and project management as described in this RFP.
- 7.5.6 The fully burdened, firm fixed cost includes all operating and personnel costs such as (but not limited to) overhead, salaries, administrative expenses, profit, supplies, routine upgrades, maintenance, tech support, replacement, travel and travel costs, training, install, any and all tax liability (including any applicable property taxes) incurred as a result of providing the services and equipment under this RFP.
- 7.5.7 Use the format established in Section VIII, Cost Information Submission Form as Cost Schedule B to respond with cost proposals for additional optional items. Optional items shall be offered on a firm/fixed price basis as set forth in Cost Schedule B and on terms as favorable or better than those set forth in this RFP, including but not limited to the warranty terms in Exhibit A, Standard Contract; provided, however, that should the successful Vendor contract with any party at a fee schedule lower than the fee schedule set out in Cost Schedule B for similar items or services, the successful Vendor shall within ten (10) business days of the successful Vendor having executed such contract with such lower fee schedule, (1) notify the MLC in writing of the fee reduction and (2) enter into a written amendment to the Contract with the MLC that includes an amended Cost Schedule B to this Agreement, to reduce the fee schedule to match such lower fee schedule. For the purposes of this provision, similar items or services shall mean a commercial wireless application with a square footage and estimated number of users equal to or in excess of the smallest library opting to use this Contract.
- 7.5.7.1 Optional Cost schedule should provide a solution for the following scenarios.
- 7.5.7.1.1 Wireless solutions has already been purchased and installed and the library will only require management.
- 7.5.7.1.2 Equipment purchase only, library has staff on site that can install and manage the solution.
- 7.5.7.1.3 Equipment and installation, but library staff will manage solution.
- 7.5.7.1.4 Vendors may also provide a LAN solution for those library systems that lack the necessary infrastructure to adequately support a wireless solution. Including, but limited to:

7.5.7.1.4.1 Fully-loaded installation rate,

7.5.7.1.4.2 Cat 6e cable, and wiring

7.5.7.1.4.3 POE Switch,

7.5.7.1.4.4 Patch panel,

7.5.7.1.4.5 Rack, etc.

7.5.8 Vendors are advised that submission of additional information in support of the Cost Schedules is strongly preferred by the MLC to the extent that such information will assist in evaluating the reasonableness and rationale supporting the costs.

7.6 Office Location: The Successful Vendor must establish a staffed, physical point of presence in Jackson, Mississippi within 30 calendar days after contract award. Also describe other presence the Vendor has within the State of Mississippi and outside of Mississippi. Vendor must explain how they will comply with this requirement.

7.7 Contract Performance: If the Vendor, or any proposed subcontractor, has had a contract terminated for default during the past three years, all such instances must be described as required below. Termination for default is defined as notice to stop performance due to the Vendor's nonperformance or poor performance.

7.7.1 Vendors must submit full details of all terminations for default experienced by the Vendor during the past three years, including the other party's name, address and telephone number. The response to this subsection must present the Vendor's position on the matter. If no such terminations for default have been experienced in the past three years, so declare.

7.7.2 If at any time during the past three years, the Vendor has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination. If no such early terminations have occurred in the past three years, so declare.

7.8 Organization and Staffing: Describe your qualifications to successfully complete the requirements of the RFP by providing a detailed response to ALL of the following:

7.8.1 Qualifications of Personnel: An in-state experienced, qualified, and effective project team will be identified and provided by each Vendor. Provide resumes for all employees who will be managing and/or directly providing services under the contract. For positions that are not filled, a position description (including requisite qualifications/experience) shall be provided. Each Vendor must also complete and submit the form attached as Attachment 2, for its senior staff who would be assigned to this Project, in order to demonstrate its staff's experience with projects similar to this



one. At a minimum, the Successful Vendor will maintain a dedicated in-state management team for the length of the project.

- 7.8.2 In order for the MLC to feel confident with the Successful Vendor it is important that we understand the Vendor's corporate culture. A project of this scale and complexity will require the Successful Vendor to be nimble, knowledgeable, available and empowered. It is critical that the Successful Vendor's Mississippi-based team have the authority to identify problems or issues and address them quickly and creatively. Vendor must provide how they currently achieve this.
- 7.8.3 Describe to what extent the Vendor's Mississippi-based Client Relationship Manager (CRM) will be empowered to authorize and execute change orders, make decisions, engage additional resources and execute creative solutions to unusual or unforeseen problems.
- 7.8.4 Vendor must provide a detailed description of its project staffing plan for all phases and tasks (any proposed subcontractors must be clearly identified in the project staffing plan), as well as an organizational chart clearly showing the structure of the Mississippi team and the upstream reporting structure of the organization. The chart must accurately portray the positions, title and role in the project, including responsibilities. It is our desire that this team be entirely dedicated to the Project. If any personnel are assigned to other customers, territories or markets, those must be clearly noted on the chart. Vendor must provide a flowchart outlining its change order process and any thresholds for escalation and approval above the CRM of the Mississippi-based team.
- 7.8.5 Subcontractors: The Project will involve libraries throughout the state and there is an expectation that local resources will assist the successful Vendor in fulfilling the Project expectations. Explain how you will use local resources, if awarded the Contract. Local resources can be value added resellers (VARs) or other subcontractors.
- 7.8.6 Describe the extent to which subcontractors will be used to comply with contract requirements and to meet the expectation that local resources are involved in fulfillment of the resulting contract. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the contract. Include a description of how the Vendor will ensure that all subcontractors and their employees will meet all the elements of the Project. Vendors must disclose the location of the subcontractor's business office and the location(s) where the work will be performed (if on-site at the Project locations identify the regions or Libraries subcontractors will serve). If the Vendor utilizes any entity other than the entity submitting the proposal to provide any of the services required by this RFP, the relationship between the two entities is considered that of a contractor-subcontractor for the purpose of this section, regardless of whether a relationship is based on an actual written contract between the two. The MLC reserves the right to require that the Successful Vendor remove/replace any subcontractors

whose performance or other activities under the contract are deemed by the MLC to be unsatisfactory.

7.8.7 If subcontractors will be used to fulfill the roles described in Section 7.8 you must provide the information required in Section 7.8 (resumes, Attachment 2, etc.) for all subcontractors/subcontractor personnel. If subcontractors are included in your proposal, this Section 7.8.5 will be evaluated and scored as part of your response in Section 7.8.

7.8.8 Describe the extent to which Vendor is willing to collaborate with the MLC in the implementation of this managed service.

## 7.9 Project Management and Implementation

7.9.1 The Vendor must ensure a successful implementation for each of the participating libraries. This includes necessary site surveys, validation testing, installation and configuration of all hardware, training, support program implementation and any other necessary aspects of the solution.

7.9.2 The Successful Vendor will be required to work with the MLC to set up a detailed Project Plan for approval, no later than 30 calendar days after contract award. The MLC may require modifications to the Project Plan prior to approval.

7.9.3 The Project Plan must include all aspects of the project and its deliverables, including coordination with the MLC and the libraries, site-specific construction requirements, communications and reporting, timetable, Validation Testing Plans, Deployment Plans, Training Plans, and the Service and Support Plans.

7.9.4 The Project Plan will be revised and updated on a regular basis to reflect the current status of the project. Any adjustments to Scope, Baselines, or other significant aspects of the Project are subject to the review and approval of the MLC.

7.9.5 Vendor must prepare and submit a Proposed Project Plan for your solution which addresses, at a minimum, the items identified in Sections 7.9.7 through 7.9.19.2, below.

7.9.6 The MLC recognizes many of these requirements may have been addressed in other sections of this RFP but is interested in evaluating the cohesiveness of each Vendor's plan to meet the Project Plan requirements. The Proposed Project will be evaluated in its entirety, encompassing all subsections.

### 7.9.7 Project Management Reporting

7.9.7.1 The Successful Vendor will submit, on the last working day of each week, a detailed weekly progress report to the MLC's Program Manager, starting with the first month of the

Agreement. Among other details, this report must include a weekly summary of the performance metrics specified in this RFP. The Successful Vendor may be required to supply additional information as requested by the MLC.

- 7.9.7.2 Confirm your compliance with this requirement; and provide a sample “detailed weekly progress report” within your Proposed Project Plan.

#### 7.9.8 Validation Testing

- 7.9.8.1 Successful Vendor shall conduct validation testing, in conjunction with the MLC, to confirm the solution meets or exceeds the functional requirements and the performance and reliability specifications as required herein resulting from this procurement process. This Validation Test will give the Successful Vendor the opportunity to test its equipment in Mississippi library environments and will assure the MLC that the solution is acceptable for production deployment. The testing will include connectivity, usability and reliability during the first year. The MLC reserves the right to require additional testing by the successful Vendor.

- 7.9.8.2 Explain in your Proposed Project Plan how you will meet this requirement.

#### 7.9.9 Communication Plan

- 7.9.9.1 Successful Vendor will work with the MLC to help inform the library community of the Project Plan or any other communication necessary to fully implement the Project. The communication plan will also include key reports and the stakeholder metrics.

- 7.9.9.2 Describe your communication plan within the Proposed Project Plan.

#### 7.9.10 Implementation

- 7.9.10.1 The Successful Vendor must successfully install, configure and test all hardware and software to integrate with existing network for each participating site.

- 7.9.10.2 Each installation will include establishment of a site work completion and satisfaction sign-off form. MLC will identify the person or persons responsible for signing off on these forms. The Vendor’s equipment and work at each site will not be considered complete nor will it be paid for until satisfaction sign-offs are obtained from both the responsible site person and the MLC’s Program Manager.

- 7.9.10.3 The Successful Vendor is responsible for delivery, installation, and maintenance of all provided hardware to each participating library and all costs related to such hardware. This includes unboxing and disposal of all packaging material. The cost of the hardware must include all expenses associated with shipping, returns, installation, warranty related expenses, and related services; as well as disposal of packaging.
  - 7.9.10.4 Describe your implementation process within your Proposed Project Plan.
- 7.9.11 Training
  - 7.9.11.1 Training for systems and applications must be provided for the participating libraries' technical support staff. On-site demo training should occur after installation with more detailed regional training offered following installation. Training times and locations should be convenient to the target personnel; library personnel should have multiple options to sign-up for training in their region. The initial schedule should offer all staff the opportunity to participate in training. Depending upon utilization, training may also need to be offered throughout the contract period. Libraries that have earlier deployments will receive priority scheduling to ensure that the training is completed with sufficient lead time.
  - 7.9.11.2 Address the Training requirement in your Proposed Project Plan.
- 7.9.12 Timeline
  - 7.9.12.1 Propose a timeline within your Project Plan, consistent with the RFP requirements, that you will commit to for the implementation process commencing from approval of the agreement to completion of the first year implementation.
  - 7.9.12.2 The timeline shall include all major phases and milestones.
- 7.9.13 Change Order
  - 7.9.13.1 Provide a sample Change Order process with your Proposed Project Plan. Successful Vendor and the MLC will mutually agree upon a final process as a part of the Final Project Plan.
- 7.9.14 Coordination with Libraries
  - 7.9.14.1 Describe, in your Proposed Project Plan, how you will work with the MLC, each library's designee as identified by MLC to determine the local requirements necessary to implement the

solution as well as any local change requirements and costs. While the Contractor will work with the individual libraries, all communications including change requirements must be approved by MLC.

- 7.9.14.2 The Successful Vendor must accommodate library schedules and needs, even if this requires some alteration of the Contractor's customary schedule. Such accommodation must be included in your fully burdened cost (no additional, premium or overtime charges will be allowed).

#### 7.9.15 Installation Standards

- 7.9.15.1 Describe the basic physical characteristics of the proposed equipment, including dimensions, weights, electrical, HVAC/Rack Space and any other specifications that would be considered vital information. In addition to the proposed equipment, all required cables, wires, mounts, patch panels and connectors will be included by the Vendor.

- 7.9.15.2 All cabling, wiring, connectors, patch panels and mounts will be installed in a manner which meets industry safety and security requirements and guidelines. No hazards will be created; any identified hazard will be identified in writing to appropriate site or the MLC. Installations must be performed in a manner that does not harm or diminish local site designs or terminate building cable warranties, other building warranties, structural integrity or, to the extent feasible, cosmetics. Installations will meet all prevailing local codes and governing body codes as well as IEEE, TIA/EIA and ISO/IEC standards for cabling and wiring. Cable Certification testing is required before project sign off. A Cable Certification report will be required for each library.

- 7.9.15.2.1 IEEE - Institute of Electrical and Electronic Engineers

- 7.9.15.2.2 TIA/EIA - Telecommunications Industry Association/Electronic Industry Association

- 7.9.15.2.3 ISO/IEC - International Organization for Standardization/Equipment Installer's Code

- 7.9.15.3 Describe your installation procedures within the Proposed Project Plan.

#### 7.9.16 Change Control

- 7.9.16.1 A change control process will be defined. The Vendor must ensure that system and site changes are implemented

effectively, reasonably, are documented and scheduled with MLC, and must ensure appropriate communication with those affected by the changes, both before and after the changes are executed.

7.9.16.2 Vendor must address this requirement in your Proposed Project Plan.

7.9.17 Ongoing Improvements

7.9.17.1 Since the MLC is interested in investing in solutions that have long life and upgradeability, including migration to evolving standards, each Vendor must describe its solution's ability to adapt to or incorporate improved technology. The Vendor must fully describe how it would identify progressions in technology and integrate them into products previously installed at sites. Examples might be incorporation of an emerging wireless standard or upgrades to the core operating system and application software.

7.9.17.2 The MLC is seeking a solution which adheres to industry standards and open systems architectures, not proprietary solutions. Each Vendor must identify whether its solution includes proprietary aspects. If an Vendor's solution includes proprietary aspects that Vendor must include in its proposal a schedule and plan for the Vendor's migration to industry standards or clearly state that it intends to continue pursuing its proprietary approach.

7.9.17.3 Describe how your solution meets these requirements, within your Proposed Project Plan.

7.9.18 Identification of Risks and Constraints

7.9.18.1 Based on the Scope of Work detailed in this RFP, identify any risks or constraints that you will need to address prior to, or during the performance of the Work, as well as a description of how you will address each one. For example, an incomplete Scope of Work can be both a risk and a constraint. How would you mitigate or overcome this?

7.9.18.2 Provide your response to this section within your Proposed Project Plan.

7.9.19 E-Rate

7.9.19.1 **Mandatory** - Upon the MLC's documented eligibility, the Successful Vendor shall provide the MLC E-Rate discounts on their bill or through reimbursement. All E-Rate eligible monthly recurring charges for the service and any one-time costs for

installation of the wiring or equipment shall be included in the Successful Vendor's proposal as separate line items. The costs of any ineligible E-Rate components that may be required (such as electrical power) shall be broken out separately. The MLC understands that not all services in a proposal may be E-Rate eligible. The Vendor will designate which services in the proposal may be eligible for E-Rate discounts and the approved discounts shall be applied to the billing. The Successful Vendor shall provide information on the filed E-Rate 470, and proof that the costs are E-Rate Eligible.

7.9.19.2 **Mandatory-**To be qualified to respond to this RFP all respondents must have a valid Service Provider Identification Number (SPIN) and must have an up-to-date Service Provider Annual Certification (SPAC) on file.

7.9.19.3 In the event that the MLC does not receive Universal Service Fund discounts for the equipment and services associated with this Agreement, due to the Successful Vendor failing to provide assistance, in the timeframe established by the MLC, regarding the Universal Service Qualification on an annual basis beginning in 2016-17, the MLC may charge the Provider the amount of discount funding which otherwise would have been received. Notwithstanding the above, the Successful Vendor shall not be obligated to pay the amount of discount funding described above in the event that non-receipt of discounts was due to MLC or Congressional inaction, inadequate federal funding or other federal inaction. Confirm your understanding of this requirement and explain how you will accomplish this.

#### 7.9.20 Billing

7.9.20.1 Vendor must provide a monthly CD-ROM or data file that includes detailed information for the billing cycle. The following are the minimal requirements for this data:

7.9.20.1.1 Customer must be able to extract the data to an ASCII file with fixed record fields and size.

7.9.20.2 Enhanced billing detail will be provided at no charge to MLC. Vendors must provide sample detail bills.

7.9.20.3 Data requirements include, but are not limited to, the following:

7.9.20.3.1 One master billing account.

7.9.20.3.2 Sub-accounts for each library system.

- 7.9.20.3.2.1 Sub-account should be broken out by each individual library.
  - 7.9.20.3.3 Statements must be broken out by e-Rate/non e-Rate eligible line items. Including but not limited to:
    - 7.9.20.3.3.1 Equipment fees,
    - 7.9.20.3.3.2 Professional services fees;
- 7.9.20.4 Vendor is expected to have all CD-ROMs delivered to the customer by the tenth day of each month. Holidays are not an exception.
- 7.9.20.5 Vendors who cannot guarantee delivery of this data by the tenth day of each month must state the day of the month to which they are willing to contractually commit.
- 7.9.20.6 Vendor must also provide the following on CD-ROM media:
  - 7.9.20.6.1 Windows XP, and Windows 7 versions of billing analysis software;
  - 7.9.20.6.2 Monthly copies of the detail bill that can be used with the billing analysis software.
- 7.9.20.7 Ability to assign or reassign charges
- 7.9.20.8 Unlimited number of billing records
- 7.9.20.9 Comparison of current billing month to previous billing month with highlights of deviations
- 7.9.20.10 Ability to view historical data
- 7.9.20.11 Ability to create customized reports and graphs
- 7.9.20.12 Ability to export data to a spreadsheet
- 7.9.20.13 Vendor must include, in their response, information showing record layouts and description of elements provided on the CD-ROM. File must be provided with a fixed record field and size.
- 7.9.20.14 Vendor must state any PC requirements to operate the billing software, such as minimum of a Pentium processor. Any failure to do so which results in ITS not being able to load or operate the CD-ROM will result in the vendor providing a PC which will run the billing software at no additional cost to the State or ITS.



## **8. Technical Requirements**

8.1 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost. This includes, but is not limited to, all cabling, connectors, raceway, patch panel, etc. necessary to render the configuration fully operational.

### **8.2 Connectivity & Disposal Requirements**

#### **8.2.1 Connectivity**

8.2.1.1 The devices utilized by the individual libraries, whether it is a "Bring Your Own Device" (BYOD) model or a library supplied device, must be able to connect to the wireless network and the Internet directly through the local ISP and must not conflict or degrade existing connectivity alternatives.

8.2.1.2 MLC currently has the capability of monitoring the WAN and LAN ports of every library on the statewide network, using a Solarwinds Orion server. MLC requires the vendor to provide an interface to the Orion server to monitor the statewide WiFi network. If this will not work, a comparable solution must be provided.

8.2.1.3 Describe how your solution meets or exceeds this requirement, including how the proposed solution evaluates, monitors and maintains the existing connectivity at existing or better status.

#### **8.2.2 Disposal**

8.2.2.1 The Successful Vendor will ensure that no hardware or materials supplied by it are disposed of improperly in Mississippi. The Vendor will ensure that associated hazardous constituents are kept out of solid waste and wastewater. Examples of possible hazardous constituents are: printed circuit boards, nickel cadmium batteries, and mercury-containing lamps for screen illumination.

8.2.2.2 Describe what methods you will use to meet the requirements of this section.

#### **8.2.3 Building Readiness**

8.2.3.1 Each local library system that opts to participate in the project shall be responsible to ensure minimum building readiness for the installation of the successful Vendor's solution. The local library shall address structural issues, construction/renovation and abatement. The Vendor's solution shall include all costs for network and infrastructure wiring needs. The solution shall be designed to minimize necessary costs of building preparation.

8.2.3.2 Describe any building readiness limitations that may impact the proposed solution.

8.2.4 Local Network and Access

8.2.4.1 Wireless network solution must be set up as follows: The public wireless must be on a separate network/subnet from the LAN with the SSID broadcasted; this public SSID must NOT be routed to the LAN. If needed, a staff wireless network must be on a separate network/subnet from the LAN with a hidden SSID and secure encrypted certificates installed on the wireless devices.

8.2.4.2 Wireless Coverage – The Vendor's solution must ensure coverage such that there is sufficient capacity to connect all necessary devices to the libraries property. Users will experience transparent roaming connectivity to the libraries wireless LAN as they move among the various rooms and areas in the building.

8.2.4.3 The solution must provide for a site survey to be performed in order to optimize each libraries coverage area.

8.2.4.4 The wireless solution will provide the ability for libraries to view reports, get real-time statistics, and engage in management of the service via a single interface. This should include the ability of library systems to turn off the wireless access points at designated times.

8.2.4.5 The successful Vendor must identify a cost to accomplish this and the cost must be proportional based on similar square footage, age of building, existing connectivity and technical infrastructure. In order to meet these requirements, the solution must, at a minimum:

8.2.4.5.1 Provide 802.11X coverage (at a minimum a/b/g/n/and ac/ad when available). We expect the newest standards at the time of award with periodic upgrades to the most current standards on a rotational basis once every 60 months or sooner as deemed necessary by the MLC;

8.2.4.5.2 Provide both 2.4 Ghz and 5 Ghz wireless service;

8.2.4.5.3 Provide a minimum of -70dbm as measured on the 2.4Ghz spectrum to all areas where service is required, per the specifications listed above;

8.2.4.5.4 Provide bi-directional band steering to ensure optimal distribution of clients on both the 2.4 Ghz and 5Ghz spectrum;

- 8.2.4.5.5 Provide access to a reporting system that would provide monthly user reports by system and branch including total connected users, users per spectrum, and users per SSID; and other requested analytics specified by MLC. At a minimum, provide quarterly per district and per library wireless utilization reporting, including total connected users, users per spectrum, and users per SSID;
    - 8.2.4.5.6 Provide a graphical layout of signal strength throughout the network at each library.
  - 8.2.4.6 Describe how your solution meets or exceeds these requirements.
- 8.2.5 Wireless Access
  - 8.2.5.1 The Vendor will provide and deploy at a minimum a 8 port-POE managed switch or switches, sized for the library's needs, based on site analysis approved by the MLC. The POE managed switch would need to be on a unique, but MLC standardized VLAN. This includes access to the library environment via the wireless network and its services, including access to shared applications and files.
  - 8.2.5.2 Describe your solution's capabilities as well as its limitations. (e.g., interference susceptibility, distance and object penetration); including which wireless industry standards (e.g. 802.11b, 802.11g, 802.11n, 802.11ac, and 802.11ad as it becomes available etc.).
  - 8.2.5.3 The wireless solution shall provide complete mobility for devices. While at a library branch, the user(s) of device(s) must be able to experience transparent roaming connectivity to the wireless network throughout the library and library property
  - 8.2.5.4 The wireless solution will provide the ability to view, and print statistics, and manage all access points in a library system from a single interface.
  - 8.2.5.5 Describe how your solution meets or exceeds this requirement.
- 8.2.6 Wireless Bandwidth
  - 8.2.6.1 The Vendor shall provide an effective wireless solution with sufficient, measureable and necessary bandwidth.
  - 8.2.6.2 The solution must not only include sufficient and measureable aggregate bandwidth but must also be capable of being customized for varying needs within a library.

8.2.6.3 Describe how your solution meets or exceeds this requirement.

8.2.7 Internet Access

8.2.7.1 Access to the internet for Mississippi libraries is to be provided via each library connection from their ISP.

8.2.7.2 The Vendor will ensure its solution integrates with the library connection, and the Vendor will work with each library and their ISP to identify bandwidth and network infrastructure as described in the RFP.

8.2.7.3 Vendor solution must allow library systems to control bandwidth allocated to SSID's.

8.2.7.4 Describe how your solution meets this requirement.

8.2.8 Existing Library Networks

8.2.8.1 The solution will integrate wireless access to the libraries existing network resources. While library internal networks vary, the network operating systems tend to cluster into Windows, Macintosh OS X, UNIX and Linux. All libraries have ethernet capability.

8.2.8.2 The Vendor will install cabling for its solution, per the description of a fully managed service above, and the connection to the libraries local network. If the local library has a cable warranty in the building, the successful Vendor will not void the current cabling warranty. The local library will arrange for electrical work based on the successful Vendor's specifications. Site construction, abatement and other activities will be performed in accordance with the project plan. As part of the installation, the Vendor will provide an overview of the resulting network to the MLC and the library technical staff and train that staff in the basics of system/network operation and support.

8.2.8.3 Describe how you will meet this requirement.

8.2.9 Growth

8.2.9.1 Suitable architecture must be provided to allow for growth in the wireless network infrastructure. Describe how you will meet this requirement.

8.3 Performance and Quality

8.3.1 In order to provide high quality 802.11a/b/n/ab wireless access that will work with multiple devices of different wireless sensitivity, including laptops and tablets of different manufacture, the wireless solution by the Vendor must

provide RF signal strength of at least -70dBm or better as measured in the 2.4 Ghz spectrum in all locations where wireless service is to be provided. Signal strength will be measured by an industry-standard Wi-Fi measurement tool, such as the Fluke AirCheck or similar device.

8.3.2 The Vendors solution must allow a multitude of different wireless devices for patrons to roam with transparent connectivity from different areas of the library property without losing connectivity and without needing to re-authenticate to different wireless access points.

8.3.3 Vendor must define the minimums using the metrics below:

8.3.3.1 Wireless transmission rate at a range of 50 feet.

8.3.3.2 Wireless transmission rate at a range of 100 feet.

8.3.3.3 Wireless transmission rate at a range of 200 feet.

8.3.3.4 Maximum wireless transmission rate in feet.

8.3.3.5 Vendor must fully disclose the capabilities and limitations of the wireless technology proposed.

8.3.3.6 Vendor must describe the actual throughput for the installed wireless network (KB/sec, MB/sec, GB/sec) for a 1MB file, 1 MB Streaming Audio File, and 1 MB Streaming Video File.

8.3.4 Uptime

8.3.4.1 The Vendor will ensure that all functions of its solution are reliable and available to the libraries as set forth in the RFP.

8.3.4.2 Uptime shall be as follows:

8.3.4.2.1 8:00 AM - 8:00 PM, Central Time, Monday-Saturday, excluding holidays - 99%

8.3.4.2.2 All other times 95%

8.3.4.3 No scheduled downtime will be allowed for the solution except (1) for scheduled preventative maintenance, or (2) with the approval of the library system coordinator for issues affecting only the local library system, or (3) with the approval of the MLC for statewide outage. MLC should be notified of all scheduled outages. Uptime shall be measured from 12:01 am to 11:59 pm. in a calendar day.

8.3.4.4 Describe how your solution meets or exceeds this requirement.

8.3.5 Response Time

- 8.3.5.1 The solution must provide services to all patrons concurrently on the wireless network. This requirement includes the ability for patrons to browse the Internet, download files and use streaming video without unreasonable delay.
  - 8.3.5.2 Describe how your solution meets or exceeds this requirement.
- 8.3.6 Business Continuity/Disaster Recovery
  - 8.3.6.1 Provide a proposed disaster recovery/business continuity plan to cover replacement of the provided hardware and other solution elements in the event of theft or loss through a catastrophic event. Upon approval by the MLC the Awarded Vendor will implement the final plan in coordination with the MLC, to ensure that the affected libraries provided infrastructure/solution is restored by the start of next library day,
- 8.3.7 Equipment Failure
  - 8.3.7.1 If the solution includes equipment, then the solution must provide redundancy or other fallback strategy in the event of equipment failure. This will provide continued operation in the event of equipment hardware or software failure.
  - 8.3.7.2 Describe how you will meet this requirement.
- 8.3.8 Uninterruptible Power Supply (UPS)
  - 8.3.8.1 The Vendor must include sufficient Uninterruptible Power Supply (UPS) capacity to those parts of the solution where a power loss could cause data loss or corruption, instability or other long-term negative effects on the solution.
  - 8.3.8.2 The solution will be able to be fully-enabled upon restoration of power without reconfiguration or significant intervention. Therefore, necessary included servers and key infrastructure hardware such as switches and wireless access points shall have a UPS with capacity to allow for the hardware to remain operative in the case of a power outage.
  - 8.3.8.3 This UPS must allow personnel enough time to satisfactorily shut down the server(s) or the infrastructure hardware provided.
  - 8.3.8.4 Describe how your solution meets or exceeds this requirement.
- 8.3.9 Performance Metrics and Reporting
  - 8.3.9.1 The Vendor must track and record operational Performance and Quality metrics necessary to ensure the successful management

of the project. Such performance metrics will be reported monthly, by library as necessary, to the MLC Program Manager.

8.3.9.2 The reporting will include such items as incidents, device and system failure, available connections metrics, connection failures rates, types, downtime, repair turnaround times, trends, remediation needed, unresolved issues, recommended improvements and other factors necessary to ensure a successful project. Reporting should also include information that is required to enforce compliance to standards.

8.3.9.3 Describe how you will meet this requirement and provide recommended metrics for consideration by the MLC and a sample report using the recommended metrics.

8.3.9.4 The successful Vendor will provide the metrics selected by the MLC in a report format approved by the MLC.

8.3.10 Wireless Security

8.3.10.1 The solution must protect against eavesdropping and unauthorized access. The solution may include encryption or other techniques to provide this assurance which the local library may turn on or off as local policy indicates.

8.3.10.2 Describe how your solution will provide such protections.

8.3.11 Data Retention

8.3.11.1 In order to be in compliance with Children's Internet Protection Act (CIPA), data retention must provide for archiving of the various logs, usage, etc. for at least one calendar year.

8.3.11.2 Describe your process, to meet or exceed the requirement.

**9. Training and Integration**

9.1 As part of the solution, the Vendor will provide Technical Training as described below. The Vendor may provide additional resources for integration and consultation as part of the solution. Additional training may be offered outside of the solution. Describe any optional offerings and costs in Section VIII, Cost Information Submission Form, Cost Schedule B – Optional Items.

9.2 Technical Training

9.2.1 The Vendor will provide an appropriate level of technical training on the solution, its local support requirements, and its applications for technical support personnel. Note that the State has no authority to require library personnel to participate in training; however, it is projected that the vast majority of personnel would do so on a voluntary basis.

- 9.2.2 This training would include basic use of the solution in a network environment, the monitoring and logging and use and access of equipment provided by the Vendor.
- 9.2.3 The Vendor shall include specific training on trouble-shooting and maintenance for technical support personnel.
- 9.2.4 The Awarded Vendor will set up a helpdesk to provide support to the library system technicians who will generally require a person with a more senior skill set with whom to work. Help desk personnel must be fluent in the English language.
- 9.2.5 Describe the staffing levels you will include to provide continuous training and support; as well as a description of positions of the staff, their titles, responsibilities, and why this staffing level is adequate for continuous support.
- 9.2.6 Describe your plan to make training times and locations convenient to the participating library personnel and how you will provide library personnel multiple options to sign-up for training in their region.
- 9.2.7 Describe your proposed solution to accomplish the training requirements described above, including a preliminary training plan, content and method, recommended duration, recommended location(s), materials included, instructor to participant ratio, and qualifications of each instructor. Also describe how you will ensure library technicians are provided adequate support and training, as well as how you will provide continuous training during the contract as personnel change.
- 9.2.8 Provide information on how library technicians may contact you with additional questions and needs, the contact method, response times, and escalation procedures.
- 9.2.9 The successful Vendor will submit a final training plan and curricula to the MLC for approval. The curricula must include troubleshooting guidelines. Upon approval, the successful Vendor shall implement the plan.

## **10. Support and Maintenance**

- 10.1 Included in its solution, the Vendor will provide ongoing support to the participating libraries and MLC for the duration of the Project. Since the cost is to cover the full costs of deploying and supporting the solution, each Vendor must factor a full support package into its price. The components of such a full support package must include those components necessary to assure the performance and quality specifications are met continuously and that the solution is sufficiently supported at all times. The support package must be comprehensive. Examples of supported items should include, but are not limited to: repairs, preventative maintenance, licensing (if applicable) and any other items that are included in the solution.



- 10.2 This support will include Help Desk or Support Center service available via toll-free phone service or similar service, and will include staffing, tools and processes to meet the libraries' support requirements. This also includes a system of dispatching, tracking, priority setting, reporting and escalation which ensure timely and satisfactory response and resolution. Help Desk or Support Center should be available 8:00 AM - 8:00 PM, Central Time, Monday-Saturday, excluding holidays.
- 10.3 The Vendor will describe its Help Desk offering as well as its ongoing technical support provided for its proposed solution.
- 10.4 The Vendor will fully describe the process and plan that will be utilized whenever a break/fix event occurs within the libraries wireless service environment. This will cover the entire process of repairing or replacing any component utilized in the managed wireless solution infrastructure. The infrastructure will be defined as equipment provided by the Vendor.
- 10.5 Each Vendor must address, at a minimum, the items above, as well as the requirements of Section VII, Item 8, in fully describing its proposed support program to demonstrate that its approach will provide solid, effective support for the users of the solution.
- 10.6 Service and Support Plan
  - 10.6.1 The Awarded Vendor will provide a complete Service and Support plan as part of this RFP addressing the SLAs and overall performance metrics as outlined. The Support Plan must be as complete as possible, given the information that has been provided. A revised Support Plan containing refined detail and specifications will be due no later than 60 calendar days after the contract award. The MLC reserves the right to require additional revisions prior to approval. Upon approval, the successful Vendor shall provide service and support in accordance with the plan.
  - 10.6.2 Provide the initial Support Plan as well as written acknowledgement of your understanding and agreement that the revised Support Plan will need to be completed no later than 60 calendar days after the contract award should you become the Successful Vendor.

## 11. **Additional Requirements**

- 11.1 **ITS** acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.

## 12. **Scoring Methodology**

- 12.1 An Evaluation Team composed of MLC and **ITS** staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.

- 12.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.
- 12.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.
- 12.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.
- 12.1.4 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

Category	Possible Points
Non-Cost Categories:	
Vendor Qualifications	20
Functional Specifications	20
Training/Support	5
References	5
Total Non-Cost Points	50
Cost	50
Total Base Points	100

- 12.2 The evaluation will be conducted in four stages as follows:

- 12.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, number of copies, bond requirement, timely delivery, and must be responsive to all mandatory requirements. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.
- 12.2.2 Stage 2 – Non-cost Evaluation (all requirements excluding cost)

- 12.2.2.1 Non-cost categories and possible point values are as follows:

Non-Cost Categories	Possible Points
Vendor Qualifications	20
Functional Specifications	20
Training/Support	5
References	5
<b>Maximum Possible Points</b>	<b>50</b>

12.2.2.2 Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration.

12.2.2.3 ITS scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the 'Vendor Qualifications' category was allocated 20 points; a proposal that fully met all requirements in that section would have scored 18 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the state.

### 12.3 Stage 3 – Cost Evaluation

12.3.1 Points will be assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for acquisition

12.3.2 Cost categories and maximum point values are as follows:

<b>Cost Category</b>	<b>Possible Points</b>
Lifecycle Cost	50
<b>Maximum Possible Points</b>	<b>50</b>

### 12.4 Stage 4 – Selection of the successful Vendor

#### 12.4.1 On-site Demonstrations and Interviews

12.4.1.1 At the discretion of the State, evaluators may request interviews, on-site presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

12.4.1.2 If requested, Vendors must be prepared to make on-site demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.

12.4.1.3 Proposed key team members must be present at the on-site demonstration. The evaluation team reserves the right to interview the proposed key team members during this onsite visit.

12.4.1.4 Although on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

12.5 Final Quantitative Evaluation - Following any requested presentations, demonstrations, and/or site visits, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.

**SECTION VIII**  
**COST INFORMATION SUBMISSION – Schedule A**

Vendors must propose a summary of all applicable project costs in the matrix that follows. The matrix must be supplemented by a cost itemization fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, retail, discount, extension, and deliverable. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the State or face disqualification.

Line Item	Item Description	Unit Cost	Total
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total Cost Per Year		
	5-Year lifecycle Cost		

### COST INFORMATION SUBMISSION – Schedule B (Optional Items)

Vendors are encouraged to offer an optional list of upgrades and add-ons for local libraries to consider (at local library cost) to augment or improve the basic solution. Such items, if any, should be identified in Cost Schedule B.

Line Item	Item Description	Unit Cost	Total
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

## **SECTION IX REFERENCES**

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

### **1. References**

- 1.1 The Vendor must provide at least five (5) references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.
- 1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
  - 1.2.1 Failure to provide reference information in the manner described;
  - 1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
  - 1.2.3 Non-responsiveness of references to the State's attempts to contact them; or
  - 1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
  - 1.3.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;
  - 1.3.2 The reference installation must have been operational for at least six (6) months.
- 1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.
- 1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:

- 1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
- 1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
- 1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

## 2. **Subcontractors**

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section.

Unless otherwise noted, the requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal should clearly indicate any mandatory experience requirements met by subcontractors. NOTE: The State reserves the right to eliminate from further consideration proposals in which the prime Vendor does not, in the State's sole opinion, provide substantive value or investment in the total solution proposed. (i.e. the State does not typically accept proposals in which the prime Vendor is only a brokering agent.)



## REFERENCE FORM

### Complete five (5) Reference Forms.

Contact Name:  
Company Name:  
Address:  
Phone #:  
E-Mail:  
Project Start Date:  
Project End Date:

Description of product/services/project, including start and end dates:

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### **SUBCONTRACTOR REFERENCE FORM**

**Complete a separate form for each subcontractor proposed.**

Contact Name:  
Company name:  
Address:  
Phone #:  
E-Mail:

Scope of services/products to be provided by subcontractor:

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**Complete three (3) Reference Forms for each Subcontractor.**

Contact Name:  
Company name:  
Address:  
Phone #:  
E-Mail:  
Description of product/services/project, including start and end dates:

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**EXHIBIT A  
STANDARD CONTRACT**

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with **ITS**. The inclusion of this contract does not preclude **ITS** from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.

**PROJECT NUMBER 41594  
MANAGED WIRELESS SERVICE AGREEMENT  
BETWEEN  
INSERT VENDOR NAME  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
MISSISSIPPI LIBRARY COMMISSION**

This Managed Wireless Service Agreement is entered into by and between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having a principal place of business at **INSERT VENDOR STREET ADDRESS** (hereinafter referred to as "Contractor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS") as contracting agent for the Mississippi Library Commission located at 3881 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "Customer" and/or "MLC"). ITS and Customer are sometimes collectively referred to herein as "State".

**WHEREAS**, MLC, pursuant to RFP No. 3809 requested proposals for the acquisition and installation of a state-wide managed Wi-Fi solution for the libraries within the State of Mississippi to be administered by MLC; and

**WHEREAS**, the Contractor was the successful proposer in an open, fair and competitive procurement process to provide such services;

**NOW THEREFORE**, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

**ARTICLE 1 TERM OF AGREEMENT AND PRICE RE-DETERMINATION**

**1.1** Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, the effective date of this Agreement shall be the date it is signed by all parties and shall continue in effect until the close of business on December 31, 2020 (hereinafter referred to as "Initial Term"). At the end of the Initial Term, this Agreement may, upon the written agreement of the parties, be renewed for two (2) additional one (1) year terms, or such other period of time as is mutually agreed upon by the parties. Sixty (60) days prior to the expiration of the Initial Term or any renewal term of this Agreement, Contractor shall notify ITS and MLC in writing of the impending expiration and thereafter MLC shall notify the Contractor of its intent to either renew or cancel the Agreement.

**1.2** The parties agree that price re-determination will be conducted during months eighteen (18) and thirty-six (36) of the Agreement, with the pricing firm and not subject to being increased following each price re-determination. It is understood that if after good faith negotiations during any cycle of price re-determinations, the parties are unable to agree on the pricing, MLC may, in its sole discretion, elect to terminate the Agreement in whole or in part pursuant to Article 9 herein. The parties understand and agree that no contract rates will increase as a result of the bundled award being dismantled.

## **ARTICLE 2 SCOPE OF SERVICES**

**2.1** A full description of the scope of services to be provided by Contractor is set forth in RFP No. 3809 and a summary of same is specified in Exhibit A which is attached hereto and incorporated herein by reference.

**2.2** Contractor shall adhere to all installation, testing, cut-over and acceptance specifications, requirements and standards as set forth in RFP No. 3809.

**2.3** Contractor shall be responsible for a complete and fully managed wireless service, system implementation, user reporting, system event logging, maintenance and upgrades of the technology as necessary, deployment management, help desk support, deployment of the wireless infrastructure, implementation of professional development at multiple levels, project management, and Customer Relations Management.

**2.4** Contractor shall adhere to the support service specifications, requirements, standards and response times as specified in RFP No. 3809.

**2.5** Contractor guarantees the pricing for the life of this Agreement, and acknowledges that while the pricing may be decreased, it may not be increased during the term of this Agreement.

## **ARTICLE 3 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS**

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff and/library patrons, will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy.

## **ARTICLE 4 CONSIDERATION AND METHOD OF PAYMENT**

MLC agrees to pay the Contractor for the services rendered at the prices set forth in the Contractor's Proposal as accepted by the State in response to RFP No. 3809. The Contractor shall submit invoices with the appropriate documentation to MLC monthly as services are rendered. The State may, in its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The State agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. The Contractor understands and agrees that the State is exempt from the payment of taxes in the State of Mississippi. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be

deposited into the bank account of the Contractor's choice. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

## **ARTICLE 5 EMPLOYMENT STATUS**

**5.1** Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

**5.2** Contractor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State.

**5.3** Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. The State may, however, direct Contractor to replace any of its employees under this Agreement.

**5.4** Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

## **ARTICLE 6 MODIFICATION OR RENEGOTIATION**

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

## **ARTICLE 7 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS**

**7.1** In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for this project. The Customer is only required to negotiate with the Contractor, as the Contractor's commitments are binding on all proposed contractors, third parties, and subcontractors.

**7.2** Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

**7.3** Contractor must obtain the written approval of Customer before subcontracting any portion of this Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the pricing agreed upon in this Agreement.

**7.4** Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, and that the subcontractor acknowledges

that no privity of contract exists between the State and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

**7.5** All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Contractor and the State, where such dispute affects the subcontract.

#### **ARTICLE 8 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the State to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to the State for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. The Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

#### **ARTICLE 9 TERMINATION**

**9.1** Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period; (c) Customer may terminate the Agreement in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Contractor if Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Customer may terminate the Agreement for any reason without the assessment of any penalties after giving thirty (30) days written notice specifying the effective date thereof to Contractor.

**9.2** The Customer will be responsible for charges for services provided prior to the date of termination. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

#### **ARTICLE 10 GOVERNING LAW**

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor expressly agrees that under no circumstances shall the State be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Agreement shall affect any statutory rights the State may have that cannot be waived or limited by contract.

#### **ARTICLE 11 WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

#### **ARTICLE 12 SEVERABILITY**

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

#### **ARTICLE 13 CAPTIONS**

The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

#### **ARTICLE 14 HOLD HARMLESS**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by the negligent or intentional, wrongful acts or omissions of the Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

#### **ARTICLE 15 THIRD PARTY ACTION NOTIFICATION**

Contractor shall notify Customer in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or Customer by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Contractor's performance under this Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of this Agreement and the Customer may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

#### **ARTICLE 16 AUTHORITY TO CONTRACT**

Contractor warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

#### **ARTICLE 17 NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. The Customer's address for notice is: Ms. Jennifer Peacock, Administrative Service Bureau Director, Mississippi Library Commission, 3881 Eastwood Drive, Jackson, Mississippi 39211. The Contractor's address for notice is: **INSERT NAME, TITLE & ADDRESS OF VENDOR PERSON FOR NOTICE**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

#### **ARTICLE 18 RECORD RETENTION AND ACCESS TO RECORDS**

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

#### **ARTICLE 19 INSURANCE**

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Customer with a certificate of conformity providing the aforesaid coverage.

#### **ARTICLE 20 DISPUTES**

Any issues or provisions of this Agreement in dispute between the Customer and the Contractor which, in the judgment of either party to this Agreement, may materially affect the performance of such party shall be reduced to writing and delivered to the other party. The Customer and the Contractor shall promptly thereafter negotiate in good faith and use every reasonable effort to resolve such dispute in a mutually satisfactory manner. Any such dispute as to a question of fact which is not disposed of in a mutually satisfactory manner shall be submitted to and decided by the Executive Director of ITS or such person as the Executive Director may select. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such decision shall not be a final disposition of the matter if either party still disagrees, and such disagreeing party shall be entitled to seek such other rights and remedies it may have in law or in equity.

#### **ARTICLE 21 COMPLIANCE WITH LAWS**



**21.1** Contractor shall comply with, and all activities under this Agreement shall be subject to, all Customer policies and procedures, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Contractor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

**21.2** Contractor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Contractor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

#### **ARTICLE 22 CONFLICT OF INTEREST**

Contractor shall notify the Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the Customer's satisfaction, the Customer reserves the right to terminate this Agreement.

#### **ARTICLE 23 SOVEREIGN IMMUNITY**

By entering into this Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

#### **ARTICLE 24 CONFIDENTIAL INFORMATION**

**24.1** Contractor shall treat all Customer data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Contractor following any termination or completion of this Agreement.

**24.2** With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures. The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

**24.3** It is understood by the Contractor that copies of this executed Agreement may be distributed to the libraries within the State of Mississippi on an as-needed basis for informational purposes.

#### **ARTICLE 25 EFFECT OF SIGNATURE**

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

#### **ARTICLE 26 ENTIRE AGREEMENT**

**26.1** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The RFP No. 3809 and Contractor's Proposal in response thereto are hereby incorporated into and made a part of this Contract.

**26.2** The Contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A.** This Agreement signed by the parties hereto;
- B.** Any exhibits attached to this Agreement;
- C.** RFP No. 3809 and written addenda, and
- D.** Contractor's Proposal, as accepted by ITS, in response to RFP No. 3809.

**26.3** The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Contractor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Contractor's Proposal").

#### **ARTICLE 27 STATE PROPERTY**

Contractor shall be responsible for the proper custody of any Customer-owned property furnished for Contractor's use in connection with work performed pursuant to this Agreement. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

#### **ARTICLE 28 SURVIVAL**

Articles 10, 14, 18, 23, 24, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

#### **ARTICLE 29 DEBARMENT AND SUSPENSION CERTIFICATION**

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been

convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

#### **ARTICLE 29 COMPLIANCE WITH ENTERPRISE SECURITY POLICY**

Contractor and Customer understand and agree that all products and services provided by Contractor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

#### **ARTICLE 30 NEWS RELEASES**

News releases pertaining to this Agreement will not be made without the Customer's prior written approval, and then only in accordance with the explicit written instructions from the Customer.

#### **ARTICLE 31 TRANSPARENCY**

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

#### **ARTICLE 32 STATUTORY AUTHORITY**

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Customer's or Contractor's contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Customer's funding source.

## **ARTICLE 33 WARRANTIES**

**33.1** The Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services.

**33.2** If applicable under the given circumstances, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**33.3** Contractor represents and warrants that no official or employee of Customer or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Contractor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

**33.4** The Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent

court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

#### **ARTICLE 34 CHANGE ORDER RATE AND PROCEDURE**

**34.1** It is understood that the State may, at any time, by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Contractor except by the express written approval of the State. The Contractor shall be obligated to perform all changes requested by the Customer which have no price or schedule effect.

**34.2** The Contractor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor the Contractor shall be obligated to execute such a change order; if no such change order is executed, the Contractor shall not be obliged or authorized to perform services beyond the scope of this Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

**34.3** With respect to any change orders issued in accordance with this Article, the Contractor shall be compensated for work performed under a change order according to the hourly change order rate of **\$INSERT HOURLY RATE** per hour. If there is a service that is not defined in the change order rate, the Contractor and the State will negotiate the rate. The Contractor agrees that each change order rate shall be a "fully loaded" rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Contractor in the performance of the change order. The Contractor shall invoice the Customer upon acceptance by the Customer of all work documented in the change order, and the Customer shall pay invoice amounts on the terms set forth in this Agreement.

**34.4** Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Contractor to complete the work required by that change order. The project work plan will be revised as necessary.

**34.5** The Contractor will include in the progress reports delivered under this Agreement the status of work performed under all then current change orders.

**34.6** In the event the Contractor and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, the Contractor shall submit to the Customer a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

**34.7** The Customer shall promptly review all revised project work plans submitted under this Agreement and shall notify the Contractor of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from the Contractor. If the Customer fails to respond in such time period

or any extension thereof, the Customer shall be deemed to have approved the revised project work plan.

#### **ARTICLE 35 LIABILITY ISSUES**

Unless jointly agreed otherwise in writing, Contractor's liability shall not exceed the total amount paid by Customer to Contractor under this Agreement. In no event will Contractor be liable to Customer for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind unless Contractor was advised of the possibility of such loss or damage or unless such loss or damage could have been reasonably foreseen. Excluded from this or any liability limitation are claims related to fraud, bad faith; infringement issues; bodily injury; death; physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of Contractor. The language contained herein tending to limit the liability of the Contractor will apply to Customer to the extent it is permitted and not prohibited by the laws or constitution of Mississippi. Further, the parties understand and agree that the Contractor is precluded from relying on any contractual damages limitation language within this article where the Contractor acts fraudulently or in bad faith.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

**State of Mississippi, Department of  
Information Technology Services, on  
behalf of Mississippi Library  
Commission**

**INSERT VENDOR NAME**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 1  
Vendor Experience Form**

Instructions: Provide the following information to describe your firm's experience with similar projects – one form for each project. The information your firm provides will be used to evaluate your firm's experience with projects similar to the work described in the RFP. The Evaluation Team will also use the references your firm provides to verify the work. The Evaluation Team reserves the right to contact individuals in addition to those listed as references by your firm.

**Complete three (3) Experience Forms.**

Contact Name:  
Company Name:  
Address:  
Phone #:  
E-Mail:  
Project Start Date:  
Project End Date:

Type of Entity: ☐ School ☐ Government ☐ Non-profit ☐ For-Profit Private Sector

1. Approximate Number of Portable Wireless Computing Devices Installed:
2. Approximate Number of Wireless Access Points Installed:
3. Approximate Number of Buildings, Rooms, Square Footage Involved in the Project:
5. Describe Purpose and Objectives of Work.
6. Describe Nature of Work Performed.
7. Description of Solution (including hardware, software, network environment, training, and post implementation support provided).
8. Provide Names of Staff in this Proposal who participated in this Project and their role.



**Attachment 2**  
**Staff Experience Form**

Instructions: Provide the following information to describe each senior staff member's experience with a similar project(s) – one form for each employee/project. The information your firm provides will be used to evaluate your staff's experience with projects similar to the work described in this RFP. The Evaluation Team will also use the references your firm provides to verify the work.

Employee Name:  
Employee Position  
Name of Client:

Project Start Date:  
Project End Date:

Type of Entity: ☐ School ☐ Government ☐ Non-profit ☐ For-Profit Private Sector

1. Approximate Number of Portable Wireless Computing Devices Installed:
2. Describe Purpose and Objectives of Work:
3. Describe Nature of Work Performed:
4. Describe the Employee's Role Relative to This Client's Project:
5. Describe the Employee's Role Relative to This RFP.

Current Supervisor's Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Project Supervisor's Name\*: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\*Name of supervisor(s) while working on the above client project.

**Attachment 3  
State Library Square Footage**

<b>Library System Name</b>	<b>Branch Name</b>	<b>Square footage</b>
BENTON COUNTY LIBRARY	Bond Memorial Library	5360
BENTON COUNTY LIBRARY	Hickory Flat Public Library	4,826
BLACKMUR MEMORIAL LIBRARY	Blackmur Memorial Library	3,331
BOLIVAR COUNTY LIBRARY	Benoit Public Library	800
BOLIVAR COUNTY LIBRARY	Gunnison Public Library	450
BOLIVAR COUNTY LIBRARY	Mound Bayou Public Library	450
BOLIVAR COUNTY LIBRARY	Dr. Robert T. Hollingsworth Public Library	5,000
BOLIVAR COUNTY LIBRARY	Rosedale Public Library	2,000
BOLIVAR COUNTY LIBRARY	Thelma Rayner Memorial Library	400
BOLIVAR COUNTY LIBRARY	Robinson-Carpenter Memorial Library - Headquarters	25,000
BOLIVAR COUNTY LIBRARY	Field Memorial Library	500
CARNEGIE PUBLIC LIBRARY	Carnegie Public Library of Clarksdale and Coahoma County	20,800
CARROLL COUNTY PUBLIC LIBRARY	Carrollton North-Carrollton Public Library System - Headquarters	2,400
CARROLL COUNTY PUBLIC LIBRARY	Vaiden Public Library	3,192
CENTRAL MISSISSIPPI REGIONAL LIBRARY	G. Chastain Flynt Memorial Library	25,562
CENTRAL MISSISSIPPI REGIONAL LIBRARY	Pearl Public Library	24,598
CENTRAL MISSISSIPPI REGIONAL LIBRARY	Brandon Public Library	20,000
CENTRAL MISSISSIPPI REGIONAL LIBRARY	Puckett Public Library	2,490
CENTRAL MISSISSIPPI REGIONAL LIBRARY	Pelahatchie Public Library	2,400
CENTRAL MISSISSIPPI REGIONAL LIBRARY	Morton Public Library	5,095
CENTRAL MISSISSIPPI REGIONAL LIBRARY	Forest Public Library	16,824
CENTRAL MISSISSIPPI REGIONAL LIBRARY	Sandhill Public Library	2,940
CENTRAL MISSISSIPPI REGIONAL LIBRARY	Richland Public Library	6,720
CENTRAL MISSISSIPPI REGIONAL LIBRARY	Northwest Point Reservoir Library	2,600
CENTRAL MISSISSIPPI REGIONAL LIBRARY	Florence Public Library	5,800
CENTRAL MISSISSIPPI REGIONAL LIBRARY	Sebastopol Public Library	975
CENTRAL MISSISSIPPI REGIONAL LIBRARY	Lake Public Library	1,200
CENTRAL MISSISSIPPI REGIONAL LIBRARY	Magee Public Library	10,540
CENTRAL MISSISSIPPI REGIONAL LIBRARY	Mendenhall Public Library	3,442
CENTRAL MISSISSIPPI REGIONAL LIBRARY	Evon A. Ford Public Library	3,736
CENTRAL MISSISSIPPI REGIONAL LIBRARY	Floyd J. Robinson Memorial Library	3,700
CENTRAL MISSISSIPPI REGIONAL LIBRARY	Polkville Public Library	1,450
CENTRAL MISSISSIPPI REGIONAL LIBRARY	R. T. Prince Memorial Library	1,216
CENTRAL MISSISSIPPI REGIONAL LIBRARY	Harrisville Public Library	800
COLUMBUS-LOWNDES PUBLIC LIBRARY	Columbus Public Library - Headquarters	28,000

<b>Library System Name</b>	<b>Branch Name</b>	<b>Square footage</b>
COLUMBUS-LOWNDES PUBLIC LIBRARY	Artesia Public Library	1,560
COLUMBUS-LOWNDES PUBLIC LIBRARY	Caledonia Public Library	2,760
COLUMBUS-LOWNDES PUBLIC LIBRARY	Crawford Public Library	936
COPIAH-JEFFERSON REGIONAL LIBRARY	J.T. Biggs Memorial Library	7,000
COPIAH-JEFFERSON REGIONAL LIBRARY	Jefferson County Library	2,691
COPIAH-JEFFERSON REGIONAL LIBRARY	Georgetown Public Library	2,905
COPIAH-JEFFERSON REGIONAL LIBRARY	George W Covington Memorial Library - Headquarters	6,902
COPIAH-JEFFERSON REGIONAL LIBRARY	Longie Dale Memorial Library	1,600
Covington County Library System	R. E. Blackwell Memorial Library - Headquarters	4,000
Covington County Library System	Conner Graham Memorial Library	2,400
Covington County Library System	Jane Blain Brewer Memorial	1,800
DIXIE REGIONAL LIBRARY SYSTEM	Pontotoc County Library - Headquarters	12,000
DIXIE REGIONAL LIBRARY SYSTEM	Jesse Yancy Memorial Library	3,970
DIXIE REGIONAL LIBRARY SYSTEM	Calhoun City Library	2,280
DIXIE REGIONAL LIBRARY SYSTEM	Edmondson Memorial Library	1,970
DIXIE REGIONAL LIBRARY SYSTEM	Okolona Carnegie Library	3,580
DIXIE REGIONAL LIBRARY SYSTEM	Houston Carnegie Library	3,940
DIXIE REGIONAL LIBRARY SYSTEM	Houlka Public Library	1,023
DIXIE REGIONAL LIBRARY SYSTEM	Sherman Public Library	2,500
EAST MISSISSIPPI REGIONAL LIBRARY	Bay Springs Municipal Library	2,501
EAST MISSISSIPPI REGIONAL LIBRARY	Quitman Public Library - Headquarters	5,353
EAST MISSISSIPPI REGIONAL LIBRARY	Enterprise Public Library	822
EAST MISSISSIPPI REGIONAL LIBRARY	Mary Weems Parker Memorial Library	3,100
EAST MISSISSIPPI REGIONAL LIBRARY	Pachuta Public Library	757
EAST MISSISSIPPI REGIONAL LIBRARY	Stonewall Public Library	1,846
ELIZABETH JONES LIBRARY	Elizabeth Jones Library	12,740
FIRST REGIONAL LIBRARY	Hernando Public Library - Headquarters	30,000
FIRST REGIONAL LIBRARY	B.J. Chain Public Library	19,000
FIRST REGIONAL LIBRARY	Lafayette County & Oxford Public Library	26,300
FIRST REGIONAL LIBRARY	Batesville Public Library	15,784
FIRST REGIONAL LIBRARY	Sardis Public Library	6,136
FIRST REGIONAL LIBRARY	M.R. Dye Public library	10,964
FIRST REGIONAL LIBRARY	Walls Public Library	10,000

<b>Library System Name</b>	<b>Branch Name</b>	<b>Square footage</b>
FIRST REGIONAL LIBRARY	Robert C. Irwin Public Library	13,320
FIRST REGIONAL LIBRARY	Jessie J. Edwards Public Library	6,030
FIRST REGIONAL LIBRARY	Senatobia Public Library	10,513
FIRST REGIONAL LIBRARY	Sam Lapidus Memorial Public Library	2,856
FIRST REGIONAL LIBRARY	Emily Jones Pointer Public Library	4,800
FIRST REGIONAL LIBRARY	M. R. Davis Public Library	43,000
GREENWOOD-LEFLORE PUBLIC LIBRARY	Greenwood-Leflore Public Library - Headquarters	16,000
GREENWOOD-LEFLORE PUBLIC LIBRARY	Jodie E Wilson Branch Library	2,267
HANCOCK COUNTY LIBRARY	Bay Saint Louis-Hancock County Library - Headquarters	18,000
HANCOCK COUNTY LIBRARY	Waveland Public Library	7,623
HANCOCK COUNTY LIBRARY	Kiln Public Library	10,008
HANCOCK COUNTY LIBRARY	Charles B. Murphy Pearlinton Public Library	7,679
HANCOCK COUNTY LIBRARY	East Hancock Public Library	7,000
HARRIETTE PERSON MEMORIAL LIBRARY	Harriette Person Memorial Library	8,000
HARRISON COUNTY LIBRARY SYSTEM	West Biloxi Library	10,000
HARRISON COUNTY LIBRARY SYSTEM	Jerry Lawrence Memorial Library	6,651
HARRISON COUNTY LIBRARY SYSTEM	Orange Grove Library - Headquarters	33,000
HARRISON COUNTY LIBRARY SYSTEM	Margaret Sherry Library	12,500
HARRISON COUNTY LIBRARY SYSTEM	Pass Christian Library	12,500
HARRISON COUNTY LIBRARY SYSTEM	Woolmarket Library	960
HARRISON COUNTY LIBRARY SYSTEM	Biloxi Public Library	22,000
HARRISON COUNTY LIBRARY SYSTEM	Saucier Children's Library	1,400
HARRISON COUNTY LIBRARY SYSTEM	Gulfport Library	10,000
HUMPHREYS COUNTY LIBRARY SYSTEM	Humphreys County Library	4,320
JACKSON/HINDS LIBRARY SYSTEM	Eudora Welty Library - Headquarters	45,000
JACKSON/HINDS LIBRARY SYSTEM	Margaret Walker Alexander Library	10,911
JACKSON/HINDS LIBRARY SYSTEM	Ella Bess Austin Library	4,017
JACKSON/HINDS LIBRARY SYSTEM	R.G. Bolden/Anna Bell-Moore Library	4,180
JACKSON/HINDS LIBRARY SYSTEM	Beverly J. Brown Library	4,000
JACKSON/HINDS LIBRARY SYSTEM	Medgar Evers Library	11,884
JACKSON/HINDS LIBRARY SYSTEM	Lois A. Flagg Library	3,022
JACKSON/HINDS LIBRARY SYSTEM	Fannie Lou Hamer Library	1,568
JACKSON/HINDS LIBRARY SYSTEM	Annie T. Jeffers Library	1,679
JACKSON/HINDS LIBRARY SYSTEM	Evelyn T. Majure Library	3,000
JACKSON/HINDS LIBRARY SYSTEM	Willie Morris Library	12,000

<b>Library System Name</b>	<b>Branch Name</b>	<b>Square footage</b>
JACKSON/HINDS LIBRARY SYSTEM	Quisenberry Library	26,094
JACKSON/HINDS LIBRARY SYSTEM	Raymond Library	4,044
JACKSON/HINDS LIBRARY SYSTEM	Charles W. Tisdale Library	6,800
JACKSON/HINDS LIBRARY SYSTEM	Richard Wright Library	10,200
JACKSON-GEORGE REGIONAL LIBRARY SYSTEM	East Central Public Library	7,302
JACKSON-GEORGE REGIONAL LIBRARY SYSTEM	Kathleen McIlwain Public Library of Gautier	9,500
JACKSON-GEORGE REGIONAL LIBRARY SYSTEM	Lucedale-George County Public Library	8,723
JACKSON-GEORGE REGIONAL LIBRARY SYSTEM	Ina Thompson Moss Point Library	11,800
JACKSON-GEORGE REGIONAL LIBRARY SYSTEM	Ocean Springs Municipal Library	15,500
JACKSON-GEORGE REGIONAL LIBRARY SYSTEM	Pascagoula Public Library - Headquarters	41,000
JACKSON-GEORGE REGIONAL LIBRARY SYSTEM	St. Martin Public Library	8,500
JACKSON-GEORGE REGIONAL LIBRARY SYSTEM	Vancleave Public Library	7,950
JUDGE ARMSTRONG LIBRARY	Judge George W Armstrong Library	22,257
KEMPER-NEWTON REGIONAL LIBRARY	Union Public Library	6,263
KEMPER-NEWTON REGIONAL LIBRARY	DeKalb Public Library	1,075
KEMPER-NEWTON REGIONAL LIBRARY	Jessie Mae Everett Public Library	1,075
KEMPER-NEWTON REGIONAL LIBRARY	J Elliott McMullan Library	4,645
KEMPER-NEWTON REGIONAL LIBRARY	Scooba Public Library	750
LAMAR COUNTY LIBRARY SYSTEM	Lumberton Public Library	3,944
LAMAR COUNTY LIBRARY SYSTEM	Purvis Public Library	5,119
LAMAR COUNTY LIBRARY SYSTEM	Oak Grove Public Library	6,420
LAMAR COUNTY LIBRARY SYSTEM	L. R. Boyer Memorial Library	3,526
LAUREL-JONES COUNTY LIBRARY	Laurel-Jones County Library - Headquarters	23,877
LAUREL-JONES COUNTY LIBRARY	Ellisville Public Library	4,000
LEE-ITAWAMBA LIBRARY SYSTEM	Lee County Library - Headquarters	37,800
LEE-ITAWAMBA LIBRARY SYSTEM	Itawamba County Pratt Memorial Library	8,663
LINCOLN-LAWRENCE-FRANKLIN REGIONAL LIBRARY	Lincoln County Library - Headquarters	20,000
LINCOLN-LAWRENCE-FRANKLIN REGIONAL LIBRARY	New Hebron Public Library	2,560
LINCOLN-LAWRENCE-FRANKLIN REGIONAL LIBRARY	Lawrence County Public Library	5,200
LINCOLN-LAWRENCE-FRANKLIN REGIONAL LIBRARY	Franklin County Public Library	4,600
LONG BEACH PUBLIC LIBRARY	Long Beach Public Library	9,800
MADISON COUNTY LIBRARY SYSTEM	Madison County-Canton Public Library - Headquarters	19,000
MADISON COUNTY LIBRARY SYSTEM	Elsie Jurgens Memorial Library	10,700
MADISON COUNTY LIBRARY SYSTEM	Flora Public Library	8,000

<b>Library System Name</b>	<b>Branch Name</b>	<b>Square footage</b>
MADISON COUNTY LIBRARY SYSTEM	Paul E. Griffin Library	5,500
MADISON COUNTY LIBRARY SYSTEM	Rebecca Baine Rigby Library	9,141
MARKS-QUITMAN COUNTY LIBRARY	MARKS-QUITMAN COUNTY PUBLIC LIBRARY	1,741
MARSHALL COUNTY LIBRARY	Marshall County Library - Headquarters	7,169
MARSHALL COUNTY LIBRARY	Potts Camp Library	1,956
MARSHALL COUNTY LIBRARY	Ruth B. French Library	1,800
MERIDIAN-LAUDERDALE COUNTY PUBLIC LIBRARY	Meridian-Lauderdale Public Library	33,400
MID-MISSISSIPPI REGIONAL LIBRARY	Attala County Library - Headquarters	21,406
MID-MISSISSIPPI REGIONAL LIBRARY	Carthage-Leake County Library	10,800
MID-MISSISSIPPI REGIONAL LIBRARY	Duck Hill Public Library	1,706
MID-MISSISSIPPI REGIONAL LIBRARY	Durant Public Library	6,079
MID-MISSISSIPPI REGIONAL LIBRARY	Goodman Public Library	1,919
MID-MISSISSIPPI REGIONAL LIBRARY	Kilmichael Public Library	2,359
MID-MISSISSIPPI REGIONAL LIBRARY	Lexington Public Library	4,220
MID-MISSISSIPPI REGIONAL LIBRARY	Pickens Public Library	1,771
MID-MISSISSIPPI REGIONAL LIBRARY	Tchula Public Library	4,092
MID-MISSISSIPPI REGIONAL LIBRARY	Walnut Grove Public Library	5,462
MID-MISSISSIPPI REGIONAL LIBRARY	West Public Library	3,599
MID-MISSISSIPPI REGIONAL LIBRARY	Winona-Montgomery County Library	9,531
MID-MISSISSIPPI REGIONAL LIBRARY	Winston County Library	11,233
MISSISSIPPI LIBRARY COMMISSION	Mississippi Library Commission	59,313
NESHOBA COUNTY PUBLIC LIBRARY	Neshoba County Public Library	11,554
NORTHEAST REGIONAL LIBRARY	Anne Spencer Cox Library	4,045
NORTHEAST REGIONAL LIBRARY	Belmont Library	2,540
NORTHEAST REGIONAL LIBRARY	Blue Mountain Library	682
NORTHEAST REGIONAL LIBRARY	Burnsville Library	1,800
NORTHEAST REGIONAL LIBRARY	Chalybeate Library	1,500
NORTHEAST REGIONAL LIBRARY	Corinth Library - Headquarters	22,460
NORTHEAST REGIONAL LIBRARY	George E. Allen Library	11,000
NORTHEAST REGIONAL LIBRARY	Iuka Library	9,150
NORTHEAST REGIONAL LIBRARY	Marietta Library	165
NORTHEAST REGIONAL LIBRARY	Rienzi Library	832
NORTHEAST REGIONAL LIBRARY	Ripley Public Library	5,184
NORTHEAST REGIONAL LIBRARY	Tishomingo Public Library	1,200
NORTHEAST REGIONAL LIBRARY	Walnut Public Library	2,354

<b>Library System Name</b>	<b>Branch Name</b>	<b>Square footage</b>
NOXUBEE COUNTY LIBRARY	Ada Session Fant Memorial - Headquarters	5,000
NOXUBEE COUNTY LIBRARY	Vista J. Daniels	900
NOXUBEE COUNTY LIBRARY	Brooksville Public Library	900
PEARL RIVER COUNTY LIBRARY SYSTEM	Margaret Reed Crosby Memorial Library	13,000
PEARL RIVER COUNTY LIBRARY SYSTEM	Poplarville Public Library	5,000
PIKE-AMITE-WALTHALL LIBRARY SYSTEM	McComb Public Library - Headquarters	21,410
PIKE-AMITE-WALTHALL LIBRARY SYSTEM	Alpha Center Library	1,355
PIKE-AMITE-WALTHALL LIBRARY SYSTEM	Magnolia Public Library	2,720
PIKE-AMITE-WALTHALL LIBRARY SYSTEM	Osyka Public Library	630
PIKE-AMITE-WALTHALL LIBRARY SYSTEM	Progress Public Library	2,257
PIKE-AMITE-WALTHALL LIBRARY SYSTEM	Crosby Public Library	540
PIKE-AMITE-WALTHALL LIBRARY SYSTEM	Gloster Public Library	5,411
PIKE-AMITE-WALTHALL LIBRARY SYSTEM	Liberty Public Library	2,880
PIKE-AMITE-WALTHALL LIBRARY SYSTEM	Walthall County Library	8,442
PINE FOREST REGIONAL LIBRARY	William Estes Powell Memorial Library	3,500
PINE FOREST REGIONAL LIBRARY	New Augusta Public Library	1,600
PINE FOREST REGIONAL LIBRARY	Richton Public Library - Headquarters	4,048
PINE FOREST REGIONAL LIBRARY	Stone County Library	4,120
PINE FOREST REGIONAL LIBRARY	William & Dolores Mauldin Library	2,800
PINE FOREST REGIONAL LIBRARY	State Line Public Library	1,072
PINE FOREST REGIONAL LIBRARY	McLain Public Library	1,540
PINE FOREST REGIONAL LIBRARY	Leakesville Public Library	2,700
SHARKEY-ISSAQUENA LIBRARY SYSTEM	Sharkey-Issaquena County Library	7,500
SOUTH MISSISSIPPI REGIONAL LIBRARY	South MS Library System - Columbia-Marion County Public Library - Headquarters	11,500
SOUTH MISSISSIPPI REGIONAL LIBRARY	Prentiss Public Library	3,496
SOUTH MISSISSIPPI REGIONAL LIBRARY	Dr. Frank L. Leggett Public Library	2,541
STARKVILLE-OKTIBBEHA COUNTY LIBRARY SY	Starkville Public Library - Headquarters	20,600
STARKVILLE-OKTIBBEHA COUNTY LIBRARY SY	Maben Public Library	5,500
STARKVILLE-OKTIBBEHA COUNTY LIBRARY SY	Sturgis Public Library	3,500
SUNFLOWER COUNTY LIBRARY	Drew Public Library	3,200
SUNFLOWER COUNTY LIBRARY	Horace Stansel Library	4,286
SUNFLOWER COUNTY LIBRARY	Inverness Public Library	1,800
SUNFLOWER COUNTY LIBRARY	Kathy June Sherrif Public Library	500
SUNFLOWER COUNTY LIBRARY	Henry M Seymour Library - Headquarters	11,710
TALLAHATCHIE COUNTY	Charleston Public Library	7,166
TALLAHATCHIE COUNTY	Tutwiler Public Library	2,552

<b>Library System Name</b>	<b>Branch Name</b>	<b>Square footage</b>
THE LIBRARY OF HATTIESBURG, PETAL & FORREST C	Hattiesburg Public Library - Headquarters	54,000
THE LIBRARY OF HATTIESBURG, PETAL & FORREST C	Petal Public Library	7,000
TOMBIGBEE REGIONAL LIBRARY	Bryan Public Library - Headquarters	13,620
TOMBIGBEE REGIONAL LIBRARY	Amory Municipal Library	8,080
TOMBIGBEE REGIONAL LIBRARY	Evans Memorial Library	5,320
TOMBIGBEE REGIONAL LIBRARY	Choctaw County Public Library	3,200
TOMBIGBEE REGIONAL LIBRARY	Dorothy J. Lowe Memorial Library	1,400
TOMBIGBEE REGIONAL LIBRARY	Weir Public Library	760
TOMBIGBEE REGIONAL LIBRARY	Wren Public Library	800
TOMBIGBEE REGIONAL LIBRARY	Webster County Public Library	3,844
TOMBIGBEE REGIONAL LIBRARY	Mathiston Public Library	2,448
TOMBIGBEE REGIONAL LIBRARY	Hamilton Public Library	1,378
UNION COUNTY LIBRARY SYSTEM	Jennie Stephens Smith Library - Headquarters	9,000
UNION COUNTY LIBRARY SYSTEM	Nance-McNeely Memorial Library	2,400
WARREN COUNTY-VICKSBURG PUBLIC LIBRARY	WarrenCounty-Vicksburg Public Library	36,600
WASHINGTON COUNTY LIBRARY	Arcola Library	720
WASHINGTON COUNTY LIBRARY	Avon Library	715
WASHINGTON COUNTY LIBRARY	Glen Allan Library	2,200
WASHINGTON COUNTY LIBRARY	Torrey Wood Memorial Library	1,315
WASHINGTON COUNTY LIBRARY	Leland Library	1,700
WASHINGTON COUNTY LIBRARY	William Alexander Percy Memorial Library - Headquarters	27,000
WASHINGTON COUNTY LIBRARY	Alfred Rankins Memorial Library	700
WAYNESBORO-WAYNE COUNTY LIBRARY SYSTEM	Waynesboro-Wayne County Library	17,000
WILKINSON COUNTY WOODVILLE PUBLIC LIBRARY	Wilkinson County Woodville Public Library - Headquarters	4,128
WILKINSON COUNTY WOODVILLE PUBLIC LIBRARY	Kevin Poole Van Cleave Memorial Library	3,500
YALOBUSHA COUNTY LIBRARY	Coffeeville Public Library - Headquarters	1,886
YALOBUSHA COUNTY LIBRARY	Oakland Public Library	1,500
YAZOO LIBRARY ASSOCIATION	Yazoo Library Association	21,525
WILKINSON COUNTY WOODVILLE PUBLIC LIBRARY	Wilkinson County Woodville Public Library - Headquarters	4,128
WILKINSON COUNTY WOODVILLE PUBLIC LIBRARY	Kevin Poole Van Cleave Memorial Library	3,500
YALOBUSHA COUNTY LIBRARY	Coffeeville Public Library - Headquarters	1,886
YALOBUSHA COUNTY LIBRARY	Oakland Public Library	1,500
YAZOO LIBRARY ASSOCIATION	Yazoo Library Association	21,525